

**SEIU Local 721**  
**City of El Monte**

**General Unit**

**Memorandum of Understanding**

**July 1, 2019,  
through  
December 31, 2022**



## **Mission Statement**

We are a powerful organization that stands for quality services and wins for our members and the communities where they live and work.

## **Vision Statement**

We will unite all of our members into one strong union that adapts to changing surroundings. We will bring a union voice to all public service workers in Southern California. We will ensure future generations are prepared to lead their successors into the future. We will collaborate with the public to win resources for services that make communities stronger. We will create every opportunity for members to lead in their communities and at work, including encouraging and training union members to hold political office. We will hold ourselves and others accountable to our values. Together we will be the model for unions in the 21st Century.



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# **MEMORANDUM OF UNDERSTANDING**

between the

## **General Unit**

Represented By:

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 721**

and the

## **City of El Monte**

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***July 1, 2019 – December 31, 2022***

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## **Article I. TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) shall be in effect for an initial term commencing on July 1, 2019, except as otherwise provided herein, and ending at midnight on December 31, 2022.

Thereafter, this MOU shall continue in full force and effect from year-to-year, unless either party (the Union or the City) notifies the other party in writing, by no later than September 1, 2022 (or succeeding year) of the request to modify or amend the MOU. This MOU shall remain in full force and effect until a successor MOU is agreed upon.

Upon receipt of a written demand to bargain a successor MOU by either party, collective bargaining will commence no later than three (3) months prior to the MOU expiration date, unless mutually agreed to otherwise by the parties.

This MOU is subject to ratification by a simple majority vote of unit employees and adoption by the City Council.

Approval of this MOU by the City Council shall constitute a temporary contract bar to implementation of the decertification process, as outlined in the City's Employment Relations Resolution.

## **Article II. RECOGNITION**

### ***Section 2.01 Representation***

On March 9, 1982, the Service Employees International Union, Local 721 was certified by the City Council as the majority representative of employees in the General Employees Unit (hereinafter referred to as "Unit").

Accordingly, the City recognizes the Service Employees International Union, Local 721 (hereinafter referred to as "SEIU" or the "Union") as the exclusive representative of the employees in said Unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act (MMBA), Government Code §3500, et seq., and the Employment Relations Resolution when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

### ***Section 2.02 Unit Employee***

The terms "unit employee(s)" as used herein, shall refer only to the employees in classifications in the General Services Unit ("Unit"). The classifications in the unit and hereby covered under this MOU are listed in Appendix A.

The City shall notify the Union in writing of any proposed changes to the classifications authorized in the unit, including but not limited to the establishment of new classifications in the unit (including the job duties and proposed rate of pay), amendments to existing job duties/requirements, or reclassifications. Upon written request by the Union, the parties shall meet and confer on the issue(s). A request by the Union for a meet and confer under this section must be submitted within thirty (30) calendar days following receipt of such notification from the City.

Should any new classifications/positions be added to the City during the term of this MOU, which are not proposed by the City to be included in this unit, the City agrees to meet with the Union, upon written request, to ascertain if the classifications should be included in this unit.

### ***Section 2.03 Union Rights and Responsibilities***

#### **A. Union Membership**

Pursuant to Government Code §3502.5, all employees in the unit have the right to join, or not join, the Union.

#### **B. Membership Dues**

1. Unit employees who choose to become a member of the Union shall pay union membership dues, via payroll deductions each pay period, at a dues rate established by the Union.

An employee that was already a member of SEIU, in another City bargaining unit represented by SEIU, shall automatically remain a member of SEIU when entering the Unit, unless they request in writing to the Union to change such membership status within seven (7) calendar days of entering the Unit.

2. The dues rate shall be determined by the Union and implemented by the City in the first payroll that starts after the City receives thirty (30) calendar days written notice of a rate change from the Union.

#### **C. Nondiscrimination**

1. Treatment of Employees

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any unit employee because of race, religious creed, color, sex, age, disability, sexual orientation, national origin, ancestry, or lawful union activity.

2. Rights of Employees

The parties mutually recognize the rights of unit employees to join and/or participate in union activities or refrain from joining and/or participating in union activities and to self-representation pursuant to Government Code §3502.

#### **D. Payroll Deductions**

1. The City shall deduct union dues and other deductions as may be lawfully permitted and agreed to by the City and the Union each pay period from the base salary (including longevity pay) of each unit employee who submits a written authorization to the Union that such voluntary deductions be made.

The City shall continue such payroll deductions unless the City receives a request from the Union to cancel or change such deductions.



2. On or about each pay date (currently the 10<sup>th</sup> and 25<sup>th</sup> of each month), the City shall remit to the Union all such payroll deductions. This remittance shall be done via Electronic Funds Transfer ("EFT").

In addition to the reporting guidelines outlined in Section 2.03J below, the City shall provide an itemized report of each amount remitted (i.e. union dues, COPE, Supplementary Benefits, etc.) on behalf of each unit employee. This report shall be sent to the Union in a usable electronic format (preferably Excel) at [dues@seiu721.org](mailto:dues@seiu721.org).

3. The Union shall provide the City with an authorized deduction report at least two (2) working days prior to the end of each pay period (currently pay periods end on the 15<sup>th</sup> and the last day of each month) which includes unit employees who have authorized the deduction of union dues, or other voluntary deductions, and the amount/rate of such deductions.
4. Notwithstanding any provisions to the contrary, payroll deductions requested by unit employees for the purpose of becoming employees of and/or to obtain benefits offered by any bargaining organization other than the Union, will not be accepted by the City.
5. For the purpose of this provision, bargaining organization means any organization of unit employees whose responsibility or goal is to represent unit employees in the City's meet-and-confer process.

E. Maintenance of Dues Payroll Deduction

1. Any employee, who has authorized union dues payroll deductions on or by the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such union dues payroll deductions made by the City during the term of this MOU.
2. Employees may opt to revoke such union dues payroll deductions during the period of not less than thirty (30) days and not more than forty-five (45) days before the expiration of this MOU, by notifying SEIU, in writing, of their revocation of authorization for union dues payroll deductions. Such notification shall contain the following information: employee name, employee identification number, job classification, department name, bargaining unit (General Unit), and employer's name (City of El Monte), and a statement of request to revoke authorization for union dues payroll deductions for SEIU.
3. The Union will provide the City with the appropriate documentation to process a revocation within ten (10) business days after the close of the revocation period.

F. Indemnification

SEIU Local 721 agrees to indemnify and hold the City harmless against any and all claims, suits, and orders of judgment throughout or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

H. Committee on Political Education

1. The City agrees to allow unit employees to make voluntary political contributions to SEIU's Committee on Political Education ("COPE") through payroll deduction.
2. A unit employee interested in making such contributions shall authorize the Union on a form, which clearly indicates the funds will be used for political purposes and that the contribution is voluntary in nature, to request such payroll deductions from the City.
3. A unit employee may discontinue payroll deductions for COPE by providing written notice of cancellation to the Union. The Union shall transmit such notice of cancellation to the City by the next full pay period cycle.
4. The Union will abide by all federal and state laws relating to such contributions and indemnify the City in the event of litigation.

I. Access to Information

1. The City agrees to provide the Union with information relevant to the Union's representation of the bargaining unit.
2. The Union shall submit any request for information in writing to the City's HR/RM Director.

J. Reporting Guidelines

1. The City shall notify SEIU of all employees hired, promoted, demoted, reclassified, transferred, retired and/or separated from service, who are/were represented under this MOU.

The City shall provide the following information for each employee with the remittance of the payroll deductions on or about each pay date (currently the 10<sup>th</sup> and 25<sup>th</sup> of each month): full name, employee ID number, date of hire, effective date of change in employment status, date of birth, home address, mailing address (if different), home phone number, personal cell phone number (if known), personal e-mail address on file (if any), classification, work site facility/department, work address, work phone number, annual base salary amount, base salary earned per pay period, salary step, hourly rate of pay, and total number of hours in a paid status during the pay period.

In addition, the City shall provide the Union with an updated employee roster with this same information in the first week of January, April, July and October of each year.

The City agrees to provide all information required under these reporting guidelines to the Union in a usable electronic format (preferably Excel). The reports shall be sent to the Union at [dues@seiu721.org](mailto:dues@seiu721.org).

2. SEIU shall notify the City in writing of any City and/or Union personnel, including their contact information, who are recognized as representatives of SEIU with the power to bind SEIU in all matters pertaining to this MOU. SEIU further agrees to notify the City in writing of the names of its Stewards and the effective dates of their election, appointment, or certification.

K. Use of City Facilities & Equipment

1. The City agrees to permit the reasonable and limited use of City facilities and equipment, including telephones, personal computers and other information technology devices by unit employees for the conducting of official union business and will not interfere with the conduct of City business. Such use must be consistent with current City policies, procedures and practices, including but not limited to the City's Information Technology policy.
2. The use of City facilities must be scheduled in advance by contacting the appropriate department director, or designee.

L. Paid Union Release Time

1. Unit employees authorized release time to participate in union activities under this Section shall suffer no loss in any compensation and/or benefits.
2. Release time for union business or training shall be granted upon reasonable advance written notice to the City. Reasonable advance notice is considered at least seven (7) calendar days prior to the date of the planned activity. It is the responsibility of an authorized union representative or the individual employee to provide such reasonable advance written notice to the City. In the event the union representative or the individual employee fails to provide such reasonable advance notice, the City may deny the request if the employee's absence would negatively impact City services or operations.
3. For release time related to collective bargaining and/or any meetings which involve City management, it is the responsibility of the individual employee to notify their immediate supervisor of the meeting date/time as soon as the meeting is scheduled, but no later than their first work day after receipt of notice of such meeting.
4. A unit employee taking paid release time for more than one (1) work day shall forward a Leave Request form to their department director for tracking purposes.

M. Collective Bargaining

During collective bargaining for a successor MOU, the City shall release no more than eight (8) unit employees, including alternates, to participate in negotiations. Additional unit employees may be authorized to participate in negotiations by mutual agreement of both parties. Release time shall include preparation for bargaining, bargaining sessions with the City, and any required caucus time that occurs during normal work hours.

N. Release Time for Union Activities

1. Union Business

SEIU Local 721 is permitted five hundred (500) hours of paid release time per calendar year to pursue union business. Such union release time may not be accumulated and/or transferred to any subsequent calendar year.

2. Union Sponsored Training

The City agrees to allow each unit employee up to ten (10) hours of paid release time per calendar year to participate in Union sponsored training. The training must contribute to the unit employee's knowledge.

3. SEIU agrees City services should not be negatively affected by the use of release time for union activities and the use of such time is subject to prior approval by the employee's immediate supervisor, Department Director, or designee. The City will not unreasonably withhold such permission.

4. Any time spent for the purpose of collective bargaining, participating in meetings with City management related to the scope of representation or as provided by law, and participating in City-related Committee (i.e. Building Conditions Committee, Issues Committee, JLMC, etc.) or Employee Relations Consultation meetings shall not to be deducted from any of the release times allowed under this sub-section.

O. Bulletin Boards

1. The City agrees to continue to provide bulletin board space, for the exclusive use of unit employees, in the same City's facilities as used during the prior MOU. Upon written request to and approval by the City Manager, additional bulletin boards shall be provided for any newly created work locations where unit employees are assigned.

2. These bulletin boards will be paid for by the City and will be maintained by the Union. These bulletin boards shall be used for union business only. In no event will the Union interfere with or obscure postings of official City business.

3. The Union therefore agrees to continually self-monitor all bulletin boards assigned to them to ensure that they are maintained in an orderly manner. All material posted must be dated and contain a signature of an authorized union representative.

4. No item that can be reasonably interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards. The Union agrees to conduct itself in a businesslike, lawful manner.

5. The Union agrees to hold the City harmless and indemnify the City against any claim, cause of action, or lawsuits arising out of the Union's use, placement, installation, operation, goods, services, or device or any publication of libelous matter on union bulletin boards, or any use, placement, installation of any

equipment, furniture, floor covering, records, or other personal property not owned by the City.

P. Employee Relations Consultation Meetings

The City Manager or designee and the HR/RM Director agree to meet with the Chapter President or designee and one (1) additional union representative on employee relations issues, not more than once a month for no more than one (1) hour at a time, unless additional paid release time is authorized by the City Manager. The Union shall provide an agenda for such meetings at least three (3) days in advance of the scheduled meeting.

Q. Joint Labor-Management Committee

The City agrees to maintain a Joint Labor-Management Committee (JLMC) which includes management and union representatives. The JLMC shall meet quarterly at a mutually agreeable time, not to exceed two (2) hours, to discuss matters of mutual interest. Up to five (5) unit members may attend the JLMC meetings as paid release time.

R. Issues Committee

The City agrees to establish an Issues Committee which includes the City Manager, management and unit employees. The committee shall meet at mutually agreeable times, for a reasonable amount of time, to discuss issues pertaining to the Unit. Up to six (6) unit members may attend the committee meetings as paid release time.

S. New Employee Orientations

The City shall provide the Union with written notice of each City-wide and department-level new employee orientation (NEO), regardless of the number of participants and/or manner in which the NEO occurs (i.e. in person, online, or otherwise). Such written notice shall be provided to the Union at least ten (10) business days prior to the event.

Union representatives shall be permitted to make a presentation, of up to one (1) hour, during a portion of the NEO. The Union's presentation may include written, audio, and/or visual materials. No management representative shall be present during the Union's presentation.

The City shall provide paid release time for the new hires and stewards to participate in the NEO.

Attendance at a NEO shall be mandatory for each new hire. For the purpose of this section, new hires shall be defined to include any employee new to SEIU Local 721, including but not limited to employees entering the unit through accretion or promotion/demotion.

The Union shall provide the following for the City to include in their new hire packet to be distributed at the NEO:

- Applications for union membership and COPE

- Copy of the current MOU
- Contact information of the designated union representative

#### ***Section 2.04 Confidential Employees — Employee Relations***

- A. In accordance with Government Code §3507.5, many California public agencies designate certain key employees as confidential.
- B. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
- C. Therefore, those employees are not permitted to represent other employees of the agency in labor matters — negotiations or discipline hearings, for example — in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
- D. Incumbent unit employees in classifications designated as confidential by the City Manager, after meeting and conferring with the Union, are prohibited from representing any employee organization on matters within the scope of representation.
- E. A confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

### **Article III. MANAGEMENT RIGHTS & RESPONSIBILITIES**

#### ***Section 3.01 Introduction***

The City reserves, retains and is vested with, solely and exclusively, all rights that have not been expressly abridged by specific provision of this MOU or by law to manage the City for the residents of El Monte, as such rights existed prior to the execution of this MOU.

The sole and exclusive rights of the City shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine policies, procedures, and the right to manage the affairs of the City;
- B. To determine the existence or nonexistence of facts, which form the basis of the Management decision;
- C. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
- D. To determine the nature, manner, means, extent, type, quantity, quality, technology, standards, level and extent of services to be provided to the public;
- E. To determine methods of financing;

- F. To determine quality, quantity and types of equipment or technology to be used;
- G. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
- H. To plan, determine and manage the City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
- I. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
- J. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City;
- K. To establish and modify productivity and performance programs and standards;
- L. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
- M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
- N. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for non-disciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
- O. To determine policies, procedures and standards for selection, training and promotion of unit employees;
- P. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
- Q. To maintain order and efficiency in its facilities and operations;
- R. To establish, promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
- S. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employment Relations Resolution, the Personnel Rules and Regulations, or this MOU;
- T. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and

the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

### ***Section 3.02 Impact on Management Rights***

The City agrees to meet and confer with the Union, except in cases of emergencies defined in the MOU, over the exercise of a management right which has impact upon the wages, hours and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this MOU, the Personnel Rules and Regulations, or City ordinances.

### ***Section 3.03 Contracting Work***

In accordance with Government Code §53060 and 3500-3510, the City reserves the right to contract for special services, including those services which due to technology, expertise or excessive workload cannot be performed by current City employees. The City agrees to meet and confer with the authorized bargaining unit representative regarding the effect of any such decision, pursuant to the MMBA.

## **Article IV. SALARIES & OTHER PAYS**

### ***Section 4.01 Salary Ranges***

The City of El Monte Classification and Compensation Plan authorized by the City Council will be the guiding document for citywide budgeted positions and salary ranges.

### ***Section 4.02 Salary Adjustments***

#### **A. Salary Adjustment — January 1, 2020**

Effective January 1, 2020, unit employees in all classifications shall receive a five percent (5.0%) salary adjustment, above the classification's assigned salary range.

#### **B. Salary Adjustment — January 1, 2021**

Effective January 1, 2021, unit employees in all classifications shall receive a five percent (5.0%) salary adjustment above the classification's assigned range.

#### **C. Salary Adjustment — January 1, 2022**

Effective January 1, 2022, unit employees in all classifications shall receive a five percent (5.0%) salary adjustment above the classification's assigned range.

### ***Section 4.03 Work Schedules***

#### **A. 4/10 Work Schedule**

Effective November 2, 1992, unit employees were approved and assigned a "4/10" work schedule.



Hours of work will be each week either from 6:00 a.m. to 4:30 p.m. or 7:00 a.m. to 5:30 p.m., Monday through Thursday or Tuesday through Friday. Other work days and times may be assigned by the City after notification to and meeting with the Union.

**B. 3/13 Work Schedule**

Unit employees in the Police Department may be assigned to work a 3/13 work schedule consisting of thirteen (13) hours and twenty (20) minutes per day, three (3) days each week (hereinafter the "3/13 work schedule").

**C. Alternating Work Schedule**

Unit employees in the Police Department may work alternating work schedules each pay period as approved by management.

**D. Impact if 4/10 or 3/13 is Rescinded**

If the "4/10" or "3/13" work schedule is rescinded by the City and replaced with a "9/80" or "5/40" work schedule, the Day after Thanksgiving holiday and the employee birthday holiday will be reinstated.

**E. Holidays and Personal Leave Counted as Ten (10) Hours**

Holidays and personal leave days will be counted as ten (10) hours; regardless of whether or not a unit employee is working a schedule other than the "4/10".

**F. Work Schedule Changes**

Work schedule changes shall require a minimum of seven (7) calendar days' notice, except in the case of an emergency as determined by management.

If the minimum notice is not provided, the unit employee shall be compensated at the rate of one and one-half (1½) times the regular hourly rate for each hour that does not meet the minimum notice requirement.

**Section 4.04 Break Periods**

**A. Meal Breaks**

Unit employees assigned to the 4/10 work schedule shall be entitled to a meal break of forty (40) minutes each day, of which thirty (30) minutes shall be unpaid.

Unit employees in the Public Works Maintenance Division shall be entitled to an unpaid meal break of thirty (30) minutes each day.

In accordance with California Labor Code §226.7, an employee shall be relieved of all duties and allowed to leave the work site/facility during their meal periods. An employee is not considered to be relieved of all duties if they are subject to recall, including but not limited to answering their phone for work related issues, during their meal period. An employee that is not fully relieved shall be subject to a paid meal break period.

**B. Rest Breaks**

1. Rest break periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours work or major fraction thereof, unless otherwise authorized by this MOU.
2. Rest breaks are scheduled and/or rescheduled by management or their designee so as not to impair service and as job requirements dictate.
3. Unit employees assigned to work the 4/10 work schedule shall be entitled to two (2) paid rest break periods of fifteen (15) minutes for each scheduled work day actually worked.
4. Unit employees in the Public Works Maintenance Division shall be entitled to two (2) rest break periods of twenty (20) minutes per each scheduled work day actually worked.
5. The duration of the rest break period shall consist of a cessation of work and will include the time involved in going to and from a rest area, unless otherwise authorized by this MOU.
6. Rest breaks are non-cumulative and shall not be added to any meal break time, vacation, or any other form of authorized absence from work, unless authorized by management or their designee.
7. Rest breaks may not be used at the beginning or the end of a work shift, unless authorized by management or their designee.

**Section 4.05 Other Pays**

**A. Overtime Provisions**

**1. Regular Overtime**

The City is a twenty-four (24) hours a day, seven (7) days a week operation and therefore, unit employees must be available to work overtime as required.

All overtime authorized by the employee's supervisor, department director or designee shall be compensated at the rate of one and one-half (1½) times the unit employee's regular hourly rate of pay.

**2. Overtime is defined as follows:**

- a) For unit employees assigned to work a 4/10 schedule [consisting of four (4) days of ten (10) hours each for a forty (40) hour work week], overtime is time worked in excess of ten (10) hours a day or more than forty (40) hours in a work week.
- b) For unit employees assigned to work a 5/40 schedule [consisting of five (5) days of eight (8) hours each for a forty (40) hour work week], overtime is time worked in excess of eight (8) hours in a work day or more than forty (40) hours in a work week.

- c) For job sharing unit employees, overtime is time worked in excess of forty (40) hours in a work week.
- d) Regular overtime is time worked past the regularly scheduled work shift, which is required and authorized by the unit employee's supervisor.
- e) When unit employees are required to work more than thirty (30) minutes beyond the regularly scheduled work day or duty shift.
- f) For the purpose of calculating overtime, holiday leave shall be counted as time worked.
- g) Commission Secretaries shall be guaranteed two (2) hours of overtime each month or overtime payments as outlined in this section, whichever is greater.

## B. Compensatory Time

### 1. Compensatory Time in Lieu of Overtime Paid

- a) Unit employees may accrue compensatory time off, at a rate of one and one-half (1½) hours for each overtime hour worked, in lieu of being paid overtime at the time such overtime service was rendered.
- b) The unit employee shall retain the option of receiving overtime pay or accruing compensatory time off.

### 2. Compensatory Time Bank

A unit employee shall be allowed to accumulate up to one hundred (100) hours of compensatory time.

Compensatory time shall be paid out at a rate of one (1) time the employee's current hourly rate at the time of such payment.

### 3. Use of Compensatory Time

Compensatory time off shall be granted at such time as is mutually agreed upon between the involved unit employees and their department directors or designee. Approval of the use of compensatory time off will be made with due consideration for the need to provide services to the community.

## C. Longevity Pay (CalPERSable Compensation)

### 1. Purpose

The longevity pay program is based upon all service time worked by the unit employee in regular employment with the City of El Monte.

### 2. Length of Service/Compensation

Eligible unit employees shall receive extra compensation above their base

salary as follows:

| YEARS/MONTHS OF SERVICE               | EMPLOYEE HIRE DATES     |                        |
|---------------------------------------|-------------------------|------------------------|
|                                       | On or Before 06/30/1985 | On or After 07/01/1985 |
| After five (5) years (60) months      | Two percent (2%)        | \$ 75 per month        |
| After ten (10) years (120 months)     | Four percent (4%)       | \$ 100 per month       |
| After fifteen (15) years (180 months) | Five percent (5%)       | \$ 125 per month       |
| After twenty (20) years (240 months)  | Six percent (6%)        | \$ 150 per month       |

3. Second Tier - Additional Longevity Pay (CalPERSable Compensation)

- a) Effective March 16, 2007, the City implemented a second tier of longevity pay (in addition to the longevity pay referred to in the preceding paragraph). Eligible unit employees shall receive additional compensation, above their base salary, as follows:

| YEARS/MONTHS OF SERVICE                                | EMPLOYEE HIRE DATES     |                         |
|--|-------------------------|-------------------------|
|  | On or Before 06/30/2000 | 07/01/2000 - 01/01/2011 |
| More than five (5) years, but less than ten (10) years | Six percent (6%)        | Three percent (3%)      |
| Ten (10) years or more                                 | Six percent (6%)        | Six percent (6%)        |

- b) Employees hired after January 1, 2011 are not eligible to receive Additional Longevity Pay.

D. Education Incentives (CalPERSable Compensation)

1. Compensation

- a) Each unit employee who possesses an eligible Associate of Arts or Science degree shall receive fifty dollars (\$50.00) per month.
- b) Each unit employee who possesses an eligible Bachelor of Arts or Science degree shall receive one hundred dollars (\$100.00) per month.
- c) Payments shall become effective the first day of the month following the submission of the college transcripts or the date the employee enters the unit.

2. Eligibility

Degrees must be obtained from an institution of higher learning with applicable accreditation, not be mandated to meet the classification's minimum job requirement criteria, and contribute to the employee's job knowledge, skills, and ability. To qualify, employees must follow procedures as set forth by the

HR/RM Department.

E. Certification and Licensure Incentives (CalPERSable Compensation)

1. Commercial Pesticide Applicator

- a) Unit employees in maintenance positions who earn certification as a Commercial Pesticide Applicator, as determined by the State of California Department of Food and Agriculture, shall be paid an additional two and three-fourths percent (2¾%) per month above their base salary.
- b) The City agrees to pay the annual license fee and continuing education costs for such certification.
- c) Unit employees initially seeking compensation under this provision must obtain written approval of the department director or designee prior to beginning the certification process. Unit employees who do not obtain written prior approval and otherwise obtain the relevant certification will not be eligible to receive compensation.

2. Peace Officer Standards and Training Certification

- a) Unit employees who possess the following certificates, issued by the Peace Officer Standards and Training (P.O.S.T.), shall be eligible to receive fifty dollars (\$50.00) monthly per P.O.S.T. certificate, for up to a maximum of two (2) P.O.S.T. certificates or one hundred dollars (\$100.00) monthly:
  - Intermediate Public Safety Dispatcher
  - Advanced Public Safety Dispatcher
  - Dispatch Supervisor
  - Records Supervisor
- b) Unit employees seeking compensation shall submit a copy of the P.O.S.T. certificate to the HR/RM Department for approval. A receipt shall be provided to the employee when the request is submitted. The approval process shall take no more than ten (10) calendar days and the employee shall receive the additional compensation effective the first payroll period following the HR/RM Director's approval.

3. Water and Wastewater Certification

- a) Unit employees who possess and maintain the following certificates in water or wastewater shall be eligible to receive fifty dollars (\$50.00) monthly per certificate, for up to a maximum of two (2) certificates or one hundred dollars (\$100.00) monthly:
  - Water
    - T1 – T5
    - D1 – D5
  - Wastewater
    - C1 – C4

b) Required Certifications

These water and wastewater certification incentives only apply to certifications that are not mandated to meet the classification's minimum job requirement criteria.

- c) Unit employees seeking compensation shall submit a copy of the certification to the HR/RM Department for approval. A receipt shall be provided to the employee when the request is submitted. The approval process shall take no more than ten (10) calendar days and the employee shall receive the additional compensation effective the first payroll period following the HR/RM Director's approval.
- d) Unit employees shall not be paid a certification incentive in excess of one hundred dollars (\$100.00) monthly for possessing a combination of the water/wastewater certifications in this subsection and the additional certifications/licensures in Subsection 6 below.

4. Commercial Driver's License

- a) Unit employees in qualifying classifications shall be eligible to receive fifty dollars (\$50.00) per month for obtaining a State of California Class "A" license with tanker endorsement (inclusive of endorsements) or a Class "B" license with passenger endorsement (inclusive of endorsements) provided the following conditions are met:
- Proof of possession of a valid license must be provided to the HR/RM Department for verification of eligibility; and
  - Employee must sign up for and remain on the Stand-By list for the duration of time they receive this additional compensation; and
  - Employee must continue to maintain the valid license; and
  - Employee must participate in both the Department of Transportation (DOT) Random Drug Screening Program and the City Department of Motor Vehicles (DMV) Pull Notice Program.
- b) The loss of licensure for any reason or amount of time must be reported immediately to the HR/RM Department. Such loss of licensure may temporarily or permanently bar the employee from receipt of this additional compensation.
- c) The City will reimburse unit employees for all reasonable costs incurred in obtaining and renewing such licenses. Reasonable costs are considered the cost of those license components and endorsements that are in excess of the costs incurred in obtaining or renewing a regular Class "C" driver's license.

d) Required Licensure

The City has required a variety of designated classifications be filled by unit employees holding a valid Class "A" or a Class "B" commercial driver's license.

Unit employees who are unable to qualify for a commercial driver's license due to medical reasons, shall be reasonably accommodated and not subject to discipline or termination solely due to their medical inability to qualify for a commercial driver's license.

5. Additional Certifications and Licensures

- a) Unit employees who possess and maintain the following additional certificates/licenses shall be eligible to receive fifty dollars (\$50.00) monthly per certificate, for up to a maximum of two (2) certificates/licenses or one hundred dollars (\$100.00) monthly:

- Applicator Advisor
- Welder

- b) Unit employees seeking compensation shall submit a copy of the certification or license to the HR/RM Department for approval. A receipt shall be provided to the employee when the request is submitted. The approval process shall take no more than ten (10) calendar days and the employee shall receive the additional compensation effective the first payroll period following the HR/RM Director's approval.

- c) These additional certification and licensure incentives only apply to certifications and licenses that are not mandated to meet the classification's minimum job requirement criteria.

Unit employees shall not be paid a certification incentive in excess of one hundred dollars (\$100.00) monthly for possessing a combination of the additional certifications/licenses in this subsection and water/waste water certifications in Subsection 4 above.

F. Acting Pay (CalPERSable Compensation)

1. Eligibility

Each unit employee who, by written assignment of their supervisor approved by the department director and submitted on a Personnel Action Form (PAF), performs the duties of a position with a higher salary classification than that in which they are regularly employed, shall receive the compensation specified for the position to which they are thus assigned if they perform the duties thereof for a period of three (3) or more consecutive work days.

2. Compensation

- a) The Acting Pay increased compensation shall be at such a salary step within the higher classification as will accord such unit employee an increase of at least five percent (5%) over their current regular compensation.
- b) Acting pay shall begin on the third (3<sup>rd</sup>) consecutive day of work in the acting classification and shall be retroactive to the first (1<sup>st</sup>) day of the acting assignment.

3. Limitations

- a) In no event shall an eligible unit employee receive more than a fifteen percent (15%) increase over the unit employee's current regular compensation during an acting assignment.
- b) A unit employee in an FLSA non-exempt position acting in an FLSA exempt position shall still be entitled to receive overtime pay in accordance with this MOU.

G. Translator Pay

1. Speaking Another Language

Eligible unit employees who, are certified by the City and appointed by their Department Director or designee, to speak (basic conversational skill) a language (other languages include but are not limited to Spanish, Mandarin, Chinese, Vietnamese, or other languages as approved in advance by the City Manager or designee) other than English shall receive fifty dollars (\$50.00) per month for use of this language in the performance of their job.

2. Speaking, Reading and Writing Another Language

Eligible unit employees, who are certified by the City and appointed by their Department Director or designee, to speak, read and write a language (other languages include but are not limited to Spanish, Mandarin, Chinese, Vietnamese, or other languages as approved in advance by the City Manager or designee) other than English shall receive seventy-five dollars (\$75.00) per month for use of this language in the performance of their job.

3. Limit on the Number of Translator Assignments

- a) The total number of translator assignments shall not exceed twenty percent (20%) of the general non-management employees in each City department, unless additional translator assignments are approved by the City Manager or designee.
- b) Additional translator assignments can be approved by the City Manager or designee if sufficient funds are available in the respective departmental budget to cover the increased costs.



- c) The City Manager or designee shall determine the number of translator assignments per language.

#### H. Training Pay

##### 1. Purpose

The purpose of training pay is to compensate unit employees for situations where intensive, continual, and hands-on training duties are assigned to the unit employee.

##### 2. Compensation and Eligibility

- a) Any unit employee, specifically assigned in writing by a supervisor to train a co-worker, in a classification which is not required to train as part of their minimum job criteria, shall receive a two and one-half percent (2.5%) base salary increase on a per work day basis, to the extent that it can be demonstrated to the City that at least fifty percent (50%) of the trainer's work day has been devoted substantially to the training of a co-worker.

##### Examples of Ineligibility:

- *A senior clerk is assigned to provide orientation to a newly hired clerk. The strong possibility exists that "training" is undertaken in a relatively brief period of time or on a sporadic basis during the day or even during the week. Therefore, the senior clerk would not qualify for training pay.*
- *A newly hired employee periodically asks a senior employee for advice or assistance on office procedures. The senior employee would not qualify for training pay.*

#### I. Search and Sample Collection Pay

##### 1. Compensation

Unit employee possessing the appropriate training and qualifications to perform body searches or urine sample collection shall be compensated at the rate of fifty dollars (\$50.00) per incident. The compensation must be authorized and approved by the supervisor on duty.

##### 2. Limitations

Civilian unit employees (with the exception of jailers) assigned to work in the Police Department shall not be required to perform body searches, except in the case of emergency.

J. Shift Differential Pay

1. Compensation

Unit employees who are assigned to work swing and graveyard shifts shall be paid one hundred and seventy-five dollars (\$175.00) per month.

2. Eligibility

If a unit employee's regular work shift starts between 12:00 p.m. (noon) and 5:00 a.m., that unit employee is entitled to receive shift differential pay.

3. Limitations

All other unit employees, whose regular work shifts start in hours outside of the hours listed above, are ineligible to receive shift differential pay.

K. Standby Pay

1. Definition of a Standby Assignment

A standby assignment is defined as when a unit employee is assigned to be "on call" or standby for all off-duty hours and must be able to return to work within a short period of time upon request by management. Unit employees on standby assignment must carry a cell phone to be contacted at any time.

2. Compensation for Standby

a) Unit employees will be compensated a minimum of fifteen (15) hours of straight pay for each seven (7) days assigned to standby.

b) Unit employees are permitted to bank fifteen (15) hours of standby pay per each standby period.

c) For each recognized City holiday (excluding Floating Holidays) that occurs within the seven (7) day standby period, the unit employee will be compensated an additional four (4) hours per holiday. For half-day holidays, the unit employee will be compensated an additional two (2) hours.

L. Call Back Pay

1. Definition of Call Back

Call backs must be authorized by a Department Director, supervisor or designee.

a) Physical Call Back

A physical call back is defined as when a unit employee is requested to physically return to perform work after that person has completed a regular work schedule and has left work or is on a day off.

b) Remote Call Back

A remote call back is work performed remotely by an off-duty unit employee due to being contacted via phone, pager, text, email or any other form of electronic communication for information, guidance, or assistance, after that person has completed a regular work schedule and has left work or is on a day off.

2. Compensation for Call Back

Unit employees shall be compensated for all call backs, regardless if they are assigned to standby. To receive compensation, the unit employee may be required to submit a brief description for each call back with their timesheet.

a) Physical Call Back

Unit employees shall be compensated a rate of one and one-half (1½) times their regular hourly rate of pay for a minimum payment of two (2) hours per call back.

Unit employees will be compensated from the time they leave their residence until they arrive back at their residence, so long as they respond to such call backs and return to their residence in a reasonable amount of time, as determined by the Department Director, supervisor or designee.

b) Remote Call Back

Unit employees shall be compensated a rate of one and one-half (1½) times their regular hourly rate of pay for a minimum payment of fifteen (15) minutes per call back. Additional time spent on such call backs, shall be paid in increments of the nearest fifteen (15) minute interval.

For example:

*If a unit employee is called for twenty (20) minutes, they will be paid fifteen (15) minutes of overtime, but if the unit employee is called for twenty-three (23) minutes, they will be paid for thirty (30) minutes of overtime.*

Should a unit employee receive a text message from their supervisor, the unit employee shall call the supervisor back if they want to be compensated under this provision. However, it is understood that responding to off-hours contact is completely optional, except as may otherwise be provided or required in this MOU (i.e. declared emergencies, assignment to standby or on-call, etc.).

**Section 4.06 Employer Paid Deferred Compensation (Non-CalPERSable Compensation)**

A. Requirement for City Contribution

1. All unit employees hired prior to July 1, 2008 must join the City sponsored 401(a) Deferred Compensation Plan.

2. For unit employees hired prior to July 1, 2008, the City shall contribute a total of two percent (2%) of each eligible unit employee's base salary, which includes longevity pay, to a City sponsored deferred compensation plan.

B. Limitations

1. The amounts contributed to the Plan are subject to the statutory limits outlined in the codes of the Internal Revenue Service ("IRS").
2. All unit employees may still participate in other City deferred compensation plans in addition to the Plan.

**Section 4.07 Salary Steps**

A. Step 1

A new unit employee should receive this entry-level step upon hire or entry into the Unit.

Unit employees hired at Step 1 prior to March 1, 2018, should advance to the next salary step in their salary range after the completion of six (6) months of satisfactory service in the same classification. All subsequent advancements on the salary range shall occur after the completion of twelve (12) months of satisfactory service in the previous salary step of the same classification.

B. Step Advancement

A unit employee should advance to the next salary step in their salary range after the completion of twelve (12) months of satisfactory service in the previous salary step of the same classification.

C. Placement at Higher Step

The City Manager may approve a unit employee to be placed at a higher step on the authorized salary range for the classification. The unit employee may then advance on the salary range for the classification after the completion of twelve (12) months of satisfactory service in the salary step for the same classification.

D. Placement Upon Promotion

Upon promotion, a unit employee shall be placed at a salary step within the higher classification as will accord the unit employee with an increase of at least five percent (5%) over their current salary step, including Acting Pay if applicable.

Effective March 1, 2018, the unit employee may then initially advance on the salary range for the classification after the completion of six (6) months of satisfactory service in the salary step for the same classification. Unit employees who promoted within the twelve (12) months immediately preceding March 1, 2018 shall be eligible to advance after the completion of six (6) months in the classification or upon ratification of this MOU by both parties, whichever is later.

All subsequent advancements on the salary range shall occur after the completion of twelve (12) months of satisfactory service in the previous salary step of the same classification.

#### ***Section 4.08 Court Time***

##### **A. Court Appearance Time**

1. Court appearance time is time spent by a unit employee, when required to attend court in response to a subpoena in a civil or criminal case, at a time other than that regularly required of such unit employee for employment, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such unit employee in the course of employment with the City.
2. All job-related court time actually spent at the location specified in the subpoena shall be compensated at a rate of one and one-half (1½) times the unit employee's regular hourly rate as follows:
  - a) Minimum guaranteed payment of two (2) hours for locations in the City of El Monte; or
  - b) Minimum guaranteed payment of four (4) hours for locations outside of the City of El Monte (i.e. City of Pomona, Downtown Los Angeles, etc.)

##### **B. Court Standby Time**

1. For the purpose of this paragraph, court standby time will be interpreted as that court time during which a unit employee will be on-call at a location where that person will be able to appear in court within one (1) hour from the time contacted.
2. Compensation for court standby time in municipal, superior or juvenile court shall be at straight time pay.
3. Unit employees shall be guaranteed four (4) hours of straight time pay for court standby pay for A.M. court appearances.
4. Unit employees shall be guaranteed four (4) hours of straight time pay for court standby pay for P.M. court appearances.

#### ***Section 4.09 Classification and Compensation Study***

In March 2018, the City agreed to conduct a comprehensive Classification and Compensation Study (Study) based on total compensation, including but not limited to base salary, premium pay and benefits. The parties agree to meet and confer regarding the Study, including but not limited to the list of comparable agencies to use in the Study, use of reputable and experienced vendor/contractor to perform the Study, and methodology to be used in the Study.

The Study shall include all General Unit represented classifications.

The City agrees to complete the Study by no later than December 31, 2019. The City agrees to provide the Union with a copy of the Study within a reasonable time following its completion.

It is expressly understood by both parties that neither party shall be obligated to implement any changes based on the results and recommendations of the Study.

**Article V. BENEFITS**

***Section 5.01 Medical Insurance***

**A. Contribution**

The City shall contribute towards the cost of the monthly medical insurance coverage for each unit employee, and their qualified dependents, enrolled in an approved CalPERS health plan, as follows:

- Effective July 1, 2019

One thousand, five hundred nineteen dollars and ten cents (\$1519.10) per month.

- Effective January 1, 2020

One thousand, six hundred and twelve dollars (\$1612.00) per month.

- Effective January 1, 2021 and continuing annually thereafter

One thousand, six hundred and twelve dollars (\$1612.00) per month; or an amount based on the cost of the prevailing monthly premium for the second lowest cost HMO family plan rate offered by CalPERS for Region 3 (Los Angeles, Riverside, and San Bernardino), whichever is higher. The increased contribution amount, if any, shall be rounded up to the nearest dollar.

**B. Excess Contribution (Non-CalPERSable Compensation)**

1. Employees who submitted an application on or before January 1, 2016 and employees hired on or before January 1, 2016
  - a) If the unit employee does not use the full contribution provided for the payment of eligible premiums, then the unit employee may opt to take the excess portion of the monthly contribution as taxable cash.
  - b) If a unit employee can provide to the HR/RM Director proof of alternate and adequate medical coverage, then the unit employee may elect not to purchase medical insurance from the City and instead opt to take the full monthly contribution as taxable cash.
2. Employees who submitted an application after January 1, 2016 and employees hired after January 1, 2016

- a) If the unit employee does not use the full contribution provided for the payment of eligible premiums, then the unit employee may opt to take the excess portion of the monthly contribution, up to a maximum of six hundred dollars (\$600.00) per month, as taxable cash.
- b) If a unit employee can provide to the HR/RM Director proof of alternate medical coverage, then the unit employee may elect not to purchase medical insurance from the City and instead opt to take the monthly contribution, up to a maximum of six hundred dollars (\$600.00) per month, as taxable cash.

### ***Section 5.02 Medical Benefit Structure***

The City retains all duties and responsibilities it has had for the administration of the City's medical insurance plans.

The basic benefit structure of the City's medical insurance plans shall not be reduced during the term of this agreement, unless by mutual written agreement between the City and the Union.

The City reserves the right to increase benefits if it so desires.

### ***Section 5.03 Dental Insurance***

#### **A. Contribution**

Effective July 1, 2019, the City shall pay the monthly premium for dental insurance coverage of a City sponsored plan, up to the lowest cost HMO family rate, for unit employees and their eligible family members. The City shall maintain a dental insurance plan comparable to, or better than, the plan in existence on January 1, 2018 (i.e. co-pays, out-of-pocket expenses, covered services, etc.).

#### **B. Excess Contribution**

If the unit employee does not use the full City monthly contribution for dental insurance coverage, the remaining contribution amount will not be paid to the unit employee as taxable cash.

#### **C. Other Dental Insurance Coverage**

A unit employee may opt out of participation in a City sponsored dental insurance plan; however, no payments shall be made in lieu of such participation.

### ***Section 5.04 Vision Insurance***

#### **A. Contribution**

The City shall pay the monthly premium for vision insurance coverage, up to the family plan rate, for vision insurance coverage in the plan selected by the unit employee. The City shall maintain a vision insurance plan comparable to, or better than, the vision plan in existence on January 1, 2018 (i.e. co-pays, out-of-pocket expenses, covered services, etc.).

Unit employees and their qualified family members may enroll in a City or Union sponsored vision insurance plan.

B. Excess Contribution

If the unit employee does not use the full City monthly contribution (i.e. single rate vs. family rate) for vision insurance coverage, the remaining contribution amount will not be paid to the unit employee as taxable cash.

***Section 5.05 Life Insurance***

Unit employees may be eligible to participate in the Group Term Life Insurance Plan for the City of El Monte. Any required payments for the Group Life Insurance plan must be deducted from the monthly medical insurance contribution or via automatic payroll deductions.

***Section 5.06 Long Term Disability Insurance***

Unit employees may be eligible to purchase Long Term Disability Insurance through the City. Any premiums for Long Term Disability Insurance shall be paid in full by each participating unit employee through payroll deduction.

***Section 5.07 Hepatitis Immunizations***

A. The City agrees to provide Hepatitis A or B immunizations to unit employees in the following classifications:

- Jailer
- Lead Jailer
- Parks Maintenance Worker
- Public Works Maintenance Worker
- Matron
- Evidence Technician
- Recreation Coordinator
- Social Worker
- Waste Management Analyst

B. The City agrees to consider extending this benefit to additional classifications upon request by the Union.

C. City has the option to provide such immunizations by reimbursing the unit employee for the cost of any co-payment if they use their individual medical insurance, or by sending the employee to a City-designated medical facility.

***Section 5.08 Pre-Tax Benefits***

A. Requirements

1. IRS Section 125c

Unit employees are eligible for pre-tax benefits payable under IRS §125c, including medical, dental and vision insurance premiums.



2. Flexible Savings/Spending Account (FSA)

As outlined in the IRS Code, unit employees may submit certain out-of-pocket expenses (such as unreimbursed medical expenses and child care expenses) to the City's third party administrator. Employees may contact the HR/RM Department for more information and/or to enroll in an FSA.

B. Eligible Deductions

If such out-of-pocket expenses meet the requirements of the IRS Code, these expenses shall be deducted from the unit employee's gross pay as reported to the IRS thereby lowering the unit employee's total tax liability during the year.

**Section 5.09 Other Benefits**

A. Tool Maintenance Allowance

Lead Equipment Service Workers and Equipment Service Workers assigned to the Police Department shall receive one hundred and fifty dollars (\$150.00) per month for the purpose of purchasing and replacing, as needed, job related tools used to perform their job duties.

B. Mileage Reimbursement

1. Eligibility

- a) Unit employees who are requested or assigned to use private vehicles in the conduct of City business shall be compensated for miles actually traveled in the conduct of City business.
- b) The mileage reimbursement rate is determined by the IRS and the City shall adopt that reimbursement rate.

2. Mileage Expense Claims

All claims for reimbursement of such mileage expense shall be presented in writing no later than fifteen (15) days after the close of the calendar month in which the charges are incurred and shall be subject to the approval of the City Manager or designee.

C. Educational Reimbursement

The City may provide reimbursement to eligible unit employees who are required to participate in continuing education courses to maintain certification or licensure. Such reimbursement is subject to prior written approval by the City Manager or designee.

D. Job-Related Training, Seminars or Conferences

Unit employees may request to attend job-related training, seminars or conferences. Such requests are subject to approval and budgeting by the Department Director and City Manager. Such requests shall not be unreasonably denied.

An employee who believes their request(s) under this subsection have been unreasonably denied may appeal the decision to the City Manager. The request for a meeting with the City Manager should be made within fourteen (14) calendar days of the denial. The City Manager shall render a written decision within fourteen (14) calendar days following the meeting. The decision of the City Manager shall be final and not subject to the grievance procedure.

If approved, reimbursement shall be paid to the employee in a timely manner consistent with the regular accounts payable cycle.

This does not preclude the Department Director from assigning training to unit employees.

E. 457 Deferred Compensation

All unit employees may voluntarily participate in available 457 deferred compensation plans. Any voluntary contributions made to such plans must be made via automatic payroll deductions. The amounts contributed to the plans are subject to the statutory limits outlined in the codes of the IRS.

F. Ancillary Benefits

All unit employees may voluntarily participate in available ancillary benefit plans. Any required payments to such plans must be deducted from the monthly medical insurance contribution or via automatic payroll deductions.

G. Uniforms

1. Uniforms Provided by the City

- a) The City agrees to provide nine (9) complete uniform changes to each unit employee who is required to wear a uniform while on the job.
- b) For unit employees at Public Works and Park Maintenance, the City agrees the employee may select the number of short pants and long pants desired, but the City shall not provide more than a total of nine (9) pants per unit employee.

Additional pants may be purchased at the employee's expense so long as the pants purchased are identical to City specifications.

- c) The City also agrees to provide a choice of ball hats or hats with adequate sun protection to unit employees on an "as needed" basis.

Additional hats may be purchased at the unit employee's expense so long as the hats purchased are identical to City specifications.

- d) All details, such as the purchase, rental or cleaning of uniforms, the selection of the supplier, frequency of service and the like, shall be determined by the City Manager or designee.

2. Optional Uniform Shirts

- a) The City agrees eligible unit employees, who are required to wear uniforms, shall be allowed the option to purchase and wear T-shirts or polo shirts approved by the City. Only unit employees in the following departments, divisions or classifications are eligible for this option:
- Community Services Department
  - Public Works Division
  - Code Enforcement Division
  - Building Division
  - Housing Division of the Community Development Department
  - Field Maintenance
- b) The City shall designate the type of shirts and the periods of time during the year in which these shirts may be worn; however, the current Public Works year-round policy shall remain in effect.

3. Safety Boots, Gloves and Jackets

- a) Safety work boots, gloves and safety jackets shall be provided to eligible unit employees in field and equipment maintenance classifications, as determined by the City Manager or designee, on an “as needed” basis.
- b) The selection of the supplier, frequency of issue and the like shall be determined by the City Manager or designee.

H. Professional Membership

Effective March 1, 2018, the City agrees to reimburse each unit employee employed in a position which provides custodial care for inmates (i.e. Jailer or Lead Jailer) for the cost of their membership dues/fees, not to exceed three hundred dollars (\$300.00) per year for each employee, in the Peace Officers Research Association of California (PORAC), including their Legal Defense Fund (LDF). Employees may submit for reimbursement on a quarterly or annual basis. Employees may be required to provide proof of enrollment and payment to PORAC/LDF.

**Article VI. LEAVES**

All leave requests shall be processed immediately upon receipt. The employee shall be notified, in writing, if their leave request has been approved or denied within three (3) working days of submission. Leave requests should be approved based upon order of submission and operational needs. Seniority will prevail in the event of a conflict, but only if the leave requests are voluntary in nature and submitted on the same date/time.

**Section 6.01 Holidays**

A. Official Paid Holidays

The official paid City recognized holidays granted to unit employees are as follows:

| HOLIDAY                          | DAY                                  |
|----------------------------------|--------------------------------------|
| New Year's Day                   | January 1 <sup>st</sup>              |
| Martin Luther King, Jr. Birthday | 3 <sup>rd</sup> Monday in January    |
| President's Day                  | 3 <sup>rd</sup> Monday in February   |
| Memorial Day                     | Last Monday in May                   |
| Independence Day                 | 4 <sup>th</sup> of July              |
| Labor Day                        | 1 <sup>st</sup> Monday in September  |
| Veteran's Day                    | November 11 <sup>th</sup>            |
| Thanksgiving Day                 | 4 <sup>th</sup> Thursday in November |
| Christmas Eve (½ day)            | December 24 <sup>th</sup> (5 hours)  |
| Christmas Day                    | December 25 <sup>th</sup>            |
| New Year's Eve (½ day)           | December 31 <sup>st</sup> (5 hours)  |
| (1) Floating Holiday             | Ten (10) hours                       |

B. Annual Holiday Bank

- On January 1<sup>st</sup> of each year, a holiday bank shall be established for each unit employee at the rate of ten (10) hours for each full day holiday and five (5) hours for each half day holiday, which occurs during the calendar year. One (1) floating holiday, at the rate of ten (10) hours, shall also be credited to each employee's holiday bank for a total maximum of one hundred and ten (110) holiday hours per calendar year.
- Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains one (1) floating holiday and all designated holidays remaining following their effective date of hire or entry into the unit.

For example:

*An employee's date of entry into the unit is July 1<sup>st</sup>. They will receive a holiday bank that includes all designated holidays from Independence Day through New Year's Eve and one (1) Floating Holiday (if they have not already used it), which equals fifty (70) hours.*

C. Cash Out of Remaining Holiday Hours

- On or about the second (2<sup>nd</sup>) pay check in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at straight time on the base hourly rate.
- There shall be no carryover of any banked holiday hours from one (1) calendar year to another.

D. Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time.

2. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1<sup>st</sup> and the date of the employee's separation.

For example:

*If a unit employee resigns effective July 1<sup>st</sup> and has not been paid holiday pay at all during that calendar year, they will be paid a total of fifty (50) hours of holiday pay for New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day and the one (1) Floating Holiday.*

3. If, however, the separating unit employee used more holiday hours than have occurred between January 1<sup>st</sup> and the separation date, the amount of over usage shall be deducted from their accrued leave balances or final pay.
4. All payments, or deductions from final pay, shall be made at the employee's current base hourly rate at the time of separation.

E. Use of Holiday Time

1. Unit employees may use accumulated holiday hours in their holiday bank in as little as fifteen (15) minute increments.
2. If a unit employee has exhausted their accrued holiday pay and a holiday occurs, they must use accrued leave in order to be paid on that day.
3. Vacation pay shall be the first accrued leave used in the event all holiday pay has been exhausted.
4. If the unit employee has no vacation leave accrued, other types of accrued leave may be used, excluding sick leave.
5. If an employee has exhausted all eligible accrued leave balances on a holiday, they will not be paid for that holiday.

F. Holidays on a Sunday

Holidays falling on Sunday will be observed on the following Monday.

G. Ordered to Work Holidays

1. Any unit employee who is ordered to work on a holiday or assigned to a classification that regularly works on a holiday described in this Article shall be compensated for any and all such hours actually worked at the additional rate of one-half ( $\frac{1}{2}$ ) times the employee's base salary rate.

For example:

- *If an employee works their regular ten (10) hour shift, they will be paid a total of fifteen (15) hours for the day — ten (10) hours of regular pay and five (5) hours of additional regular pay.*

- *If an employee works only four (4) hours of their regular ten (10) hour shift, they will be paid a total of six (6) hours for the day — four (4) hours of regular pay and two (2) hours of additional regular pay for the hours actually worked.*
  - *If an employee works ten (10) hours of overtime, they will be paid a total of twenty (20) hours for the day — fifteen (15) hours for the overtime pay and five (5) hours of additional regular pay.*
2. The additional pay referred to in this paragraph must be paid in salary and not in compensatory time.
  3. For the purpose of this paragraph, the phrase “regularly works” means work that recurs at fixed and uniform intervals.
  4. Unit employees will receive this extra increment if they work on the holiday itself, not on the day the holiday is observed by the City.

## **Section 6.02 Vacation**

### **A. Vacation Time Accruals**

Vacation shall be accrued each pay period on the following basis:

| <b>YEARS EMPLOYED (MONTHS)</b>   | <b>ACCRUAL PER PAY PERIOD</b> | <b>ANNUAL ACCRUAL</b> |
|----------------------------------|-------------------------------|-----------------------|
| 0 – 2 yrs (0 – 24 months)        | 3.33 hours                    | 80 hours              |
| 2 – 9 yrs (25 – 108 months)      | 5.00 hours                    | 120 hours             |
| 10 yrs (109 – 120 months)        | 5.33 hours                    | 128 hours             |
| 11 yrs (121 – 132 months)        | 5.67 hours                    | 136 hours             |
| 12 yrs (133 – 144 months)        | 6.00 hours                    | 144 hours             |
| 13 yrs (145 – 156 months)        | 6.33 hours                    | 152 hours             |
| 14 yrs (157 months & thereafter) | 6.67 hours                    | 160 hours             |

Employees must be in active payroll status for a minimum of five (5) hours in the pay period to receive the full accrual amount for that pay period.

### **B. Vacation Time Taken in Increments**

Unit employees may take vacation time off in as little as fifteen (15) minute increments.

### **C. Probationary Employees**

Probationary unit employees are not restricted in their use of accrued vacation time, so long as such vacation time is approved by their supervisor or department director.

### **D. Maximum Vacation Accruals**

1. Unit employees hired on or before June 30, 2012 shall be allowed to continue to accrue unlimited vacation hours.

2. Unit employees hired on or after July 1, 2012 shall be allowed to accrue a maximum of three hundred and sixty (360) hours of vacation leave. Vacation hours earned in excess of the three hundred and sixty (360) hours accrued will be paid out to the employee on the following pay period.

E. Payout of Vacation Upon Separation from Service, Retirement, or Death

All accrued vacation hours shall be paid out, or upon request deposited into the employee's deferred compensation plan up to the legal limits, at the employee's current rate of pay at the time of separation from service, retirement, or upon death.

**Section 6.03 Sick Leave**

A. Sick Leave Accrual Rate

Upon hire, sick leave shall begin to accumulate at the rate of ten (10) hours each calendar month of service.

B. Use of Sick Leave

1. Sick leave shall not be considered as a privilege, which a unit employee may use at that person's discretion.
2. Sick leave shall be allowed to cover an employee's absence due to any of the following:
  - a) The diagnosis, care, treatment of an existing health condition, or preventative care for, an employee.
  - b) The diagnosis, care, treatment of an existing health condition, or preventative care for, a qualified family member.
  - c) The employee is a victim of domestic violence, sexual assault, or stalking.
  - d) Any other leave of absence as allowed by law, including pregnancy and/or complications related to pregnancy.
  - e) Any additional reason that may be required by Labor Code §246.5(a).
3. For the purpose of Sick Leave, a qualified family member is defined as a: parent (including step, foster and in-law), child (including biological, step, adopted, foster, grand, acting as loco parentis, in-law, grand in-law, or any form of legal guardianship), spouse, grandparent (including in-law), sibling (including in-law), registered domestic partner, and any other person related to the unit employee by blood or marriage, who has been living in the unit employee's household for at least six (6) consecutive months.
4. Employees may use up to the full accumulated amount of sick leave to attend to the illness of a qualified family member. It is understood the City may require the employee to provide certification from a healthcare provider for sick leave use for a qualified family member. As applicable, unit employees will be required to sign an affidavit of compliance, designed by the City, affirming that the six (6) consecutive months' requirement has been met.

C. Sick Leave Notification Requirement

1. In order to receive compensation while absent on sick leave, the employee shall notify the appropriate supervisor prior to, or within the first two (2) hours after the time set for beginning that unit employee's work schedule, or as may be specified by the department director.
2. All affected unit employees shall be entitled to sick leave privileges up to the amount of hours accumulated.
3. When the absence is less than or equal to seven (7) calendar days, the unit employee must submit a City Leave Request.
4. When the absence is for more than seven (7) calendar days, the unit employee must submit a physician certificate stating the employee's ability to return to work.

D. Payoff of Sick Leave

1. A unit employee shall be paid accumulated sick leave at the hourly rate of that person's last position upon separating employment with the City due to death, layoff, service retirement, or disability retirement.
2. The eligible unit employee will be paid up to fifty percent (50%) of all unused accumulated sick leave up to a maximum of sixteen hundred (1600) hours.
3. Conversion of Sick Leave Upon Retirement

A unit employee retiring from the City may opt to convert up to one hundred percent (100%) of unused accumulated sick leave, which has not been paid out, to service credit in accordance with CalPERS regulations, procedures, and limits (G.C. §20965).

**Section 6.04 Personal Leave**

- A. Unit employees will be allowed to use up to fifty (50) hours of accumulated sick leave per calendar year, for the purpose of conducting personal business, which must be performed during normal business hours.
- B. Such requests for personal business leave must be approved in advance by the unit employee's department director.

**Section 6.05 Administrative Leave**

Unit employees are not eligible for the Administrative Leave benefit.

**Section 6.06 Bereavement Leave**

- A. A unit member may use up to thirty (30) hours of accrued sick leave in the event of the death, or imminent death, of a member of the employee's immediate family



(defined as a spouse, registered domestic partner, child, parent, sibling, grandparent, and step or in-law relationships of the same categories).

- B. In the event the employee is required to travel five hundred (500) miles or greater, they shall be allowed to use up to twenty (20) additional hours of accrued sick leave.
- C. An employee that finds they need additional time off may request to utilize accrued time from other leave banks, excluding sick leave, to cover the extended absence. Such additional time off is subject to approval by the Department Director based upon operational needs.

#### **Section 6.07 Leave for Child-Related Activities**

- A. Upon request, an employee may take off up to forty (40) hours per year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one (1) or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. This includes finding, enrolling, or re-enrolling a child in school or with a licensed child care provider, addressing a child care provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An employee desiring to be paid for such time must use accrued leave to cover the absence.
- B. For the purpose of this section, a parent is defined as a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in *loco parentis* to, the child.

#### **Section 6.08 Jury Duty**

- A. Notification

Any unit employee who is summoned to serve on jury duty shall immediately notify the appropriate supervisor of summons to jury duty and corresponding date and time.

- B. Jury Fees

The unit employee must waive or give the City any fees received as a juror in exchange for regular pay, excluding mileage fees or fees received on a regularly scheduled day off.

- C. Maximum Jury Duty

The City shall reimburse the unit employee a maximum of eighty (80) hours of jury duty each year.

If a unit employee is required to serve on jury duty for more than eighty (80) hours each year, the City will promptly meet and confer on the issue upon written request of the Union submitted to the City Manager.

### ***Section 6.09 Military Leave***

#### **A. Annual Active Military Duty**

Regular unit employees who have been employed with the City for one (1) year or more shall be entitled to such leave of absence with pay for the first thirty (30) calendar days of annual active military duty for training purposes.

#### **B. Limitations**

Unit employees with less than one (1) year of service shall receive leave of absence without pay.

#### **C. Called to Active Duty**

1. Unit employees called to active duty will be granted their full pay and benefits (minus pay received from the military) in accordance with the current City rules.
2. However, per IRS regulations, the employment relationship between employer and employee is terminated when the unit employee is called for active military service with the U.S. Government or with a state National Guard.
3. Payments made to the former employee are not wages for services performed; the payments are considered other income that is reported on Form 1099-MISC, Box 3.
4. Unit employees returning from active duty will be reinstated with their original hire dates and will receive credit for vacation and sick leave earned during their absence.

### ***Section 6.10 Statutory Leave***

The City shall continue to provide statutory leave, including but not limited to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), as required by law.

While on statutory leave, unit employees will continue to be eligible to participate in the City's group health insurance to the same extent that coverage is provided while the unit employee is actually working. Unit employees must exhaust all accrued leave balances in connection with any statutory leave.

### ***Section 6.11 Leave of Absence***

#### **A. Approval**

1. The City Manager may grant a regular unit employee leave of absence with or without pay for a period not to exceed one (1) year.
2. No such leave shall be granted except upon written request of the unit employee.

3. Approval shall be in writing and a copy filed with the HR/RM Director.

B. Reinstatement

Upon expiration of an approved leave, or within a reasonable period after notice to return to duty, the unit employee shall be reinstated in the position held at the time leave was granted.

C. Limitations

Failure on the part of a unit employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

D. Use of Accrued Leave Time to Maintain Benefits

1. Utilization of Sick or Vacation Leave

Upon approval by the appointing authority of a leave of absence, a unit employee shall be allowed to utilize a minimum of one (1) day of sick leave (if unit employee or immediate family member is sick) or vacation time in each month of the leave of absence and the City will cover the cost of medical and other benefits during that month, just as if the unit employee were in a full paid status during that month.

2. Limitations

a) A unit employee shall be allowed to use sick leave only if a doctor's report of continuing disability is on file in the HR/RM Department.

b) This procedure shall be at the unit employee's option for the first four (4) months of an approved leave of absence and at the City's option thereafter.

***Section 6.12 Leave of Absence without Pay***

A. Definition

A leave of absence without pay is defined as leave taken by an employee who has exhausted all accrued leave time.

B. Not a Break in Employment

A leave of absence without pay granted by the City Manager shall not be construed as a break in employment, and rights accrued at the time the leave is granted shall be retained by the unit employee; however, vacation credit, sick leave credit, medical insurance contributions, and other fringe benefits shall not accrue to a person during a leave of absence without pay.

C. Reinstated Employee

A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range they received when the leave of absence without pay was granted.

D. Leave without Pay — No Time for Service

Time spent on such leave without pay shall not count toward service for increases within salary range, and the unit employee's salary anniversary date shall be set forward one (1) month for each thirty (30) consecutive calendar days taken.

**Section 6.13 Leave Sharing Plan**

A. Purpose

The City shall maintain a City leave sharing plan that allows unit employees to donate leave to regular employees suffering from catastrophic illnesses.

B. Controls

Such plan will contain controls to prevent abuse of the leave sharing program.

**Section 6.14 Compensation for Injury on Duty**

A. Whenever a unit employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of that person's duties, the unit employee shall become entitled, regardless of that person's period of service with the City, to "Injury on Duty" (IOD) leave of absence while so disabled. The unit employee shall receive salary continuation pay in lieu of temporary disability payments, or maintenance allowance payments, if any. Salary continuation would be payable for the period of the disability, but not to exceed one (1) year, or until such earlier date as the unit employee is retired on disability pension or would be retired for disability pension if eligible under CalPERS requirements.

B. The injury/illness must be reported to the HR/RM Department immediately through the process as designated by the HR/RM Department.

C. Leave time used as IOD and/or paid as salary continuation will be run concurrently with FMLA/CFRA leave. A unit employee so disabled may use no other kind of accrued leave during the period of disability. No leave of absence may commence after resignation, whether voluntary or involuntary.

D. The amounts of salary continuation will be taxed at the applicable state and federal rates.

E. Payroll Deductions

All authorized deductions will continue as though the unit employee was in regular work status.

**Article VII. RETIREMENT**

**Section 7.01 California Public Employees' Retirement System (CalPERS)**

The City provides retirement coverage for unit employees through miscellaneous plans with CalPERS.

A. Definition of CalPERS Members

For the purpose of retirement benefits through CalPERS, employees are defined as either a “classic” or “new” member of CalPERS as follows:

1. “Classic” Member

“Classic” members are defined as:

- a) Employees hired on or before December 31, 2012; or
- b) Employees hired on or after January 1, 2013 who are not defined as “new” members.

2. “New” Member

“New” members are defined under the Public Employees’ Pension Reform Act of 2012 (PEPRA) (G.C. §7522.20(a)) as:

- a) An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
- b) An employee who was previously an active member in CalPERS through any employer other than the City and who has a break in service of more than six (6) months.

B. Retirement Benefit Structure

The City has a tiered retirement benefit as follows:

1. Tier I

Applies to unit employees who are “classic” members.

2. Tier II

Applies to unit employees who are “new” members.

C. CalPERS Retirement Formulas and Calculations for Miscellaneous Employees

Retirement formulas and calculations for CalPERS are based upon a combination of the employee’s age, years of service, and annual pensionable compensation.

1. Retirement Formula and Calculations for Tier I

- a) The City contracts with CalPERS for a “2% at 55” formula plan.
- b) Calculations are based upon the single highest year.

- c) Except as may be required by IRC 401(a)(17), there is no cap on annual salary that can be used to calculate final compensation.

2. Retirement Formula and Calculations for Tier II

- a) PEPRAs mandates a “2% at 62” plan.
- b) Calculations are based upon a three (3) continuous year average.
- c) There is a pensionable compensation cap on annual salary used to calculate final compensation.

D. Contribution Rates for CalPERS

The following rates of contributions for CalPERS are based upon applicable law and MOU provisions.

1. Contributions for “Classic” Members

- a) The “employee” contribution rate is seven percent (7%) of reportable compensation.
- b) The City shall continue to pay the full cost (100%) of the “employee” contribution as the Employer Paid Member Contribution (EPMC) through December 31, 2019.
- c) Starting January 1, 2020, the City and unit employees shall participate in cost sharing of the “employee” contribution, as follows:
  - Effective January 1, 2020
    - Each unit employee shall pay two percent (2.0%) of reportable compensation towards the “employee” contribution.
    - The City shall pay the remainder of the “employee” contribution as the EPMC and all other costs.
  - Effective January 1, 2021
    - Each unit employee shall pay an additional two percent (2.0%) – for a total of four percent (4.0%) – of reportable compensation towards the “employee” contribution.
    - The City shall pay the remainder of the “employee” contribution as the EPMC and all other costs.
  - Effective January 1, 2022
    - Each unit employee shall pay an additional two percent (2.0%) – for a total of six percent (6.0%) – of reportable compensation towards the “employee” contribution.

- The City shall pay the remainder of the “employee” contribution as the EPMC and all other costs.
  - d) The City shall pay the full cost (100%) of the “employer” contribution rate, including but not limited to normal costs and unfunded liability, as determined by CalPERS each year.
2. Contributions for “New” Members
- a) Due to PEPRA, each unit employee must participate in equal cost sharing with the City.
  - b) Both the City and the employee will each pay fifty percent (50%) of the normal costs, as determined by CalPERS each year.

***Section 7.02 Additional CalPERS Retirement Benefits***

- A. Fourth Level 1959 Survivors Benefit as adopted by the City. (G.C. §21574)
- B. Fifty Percent (50%) Widow's/Widower's Continuance Benefit as adopted by the City. (G.C. §21624-21626)
- C. Highest One Year compensation as the period for determining retirement benefits for Tier I employees. (G.C. §20042)
- D. Conversion of Unused and Uncompensated Sick Leave toward service credit. (G.C. §20965)
- E. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G.C. §21635)
- F. Five Percent (5%) Retirement Cost of Living Allowance. (G.C. §21335)
- G. For Tier I employees the City elects to pay a percentage of the “employee” contribution as EPMC and report same to CalPERS as compensation. (G.C. §20636 [C][4]).
- H. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. §21548)

The spouse of a deceased employee, who was eligible to retire from service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit. The benefit is a monthly allowance equal to the amount the employee would have received if they had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance an employee can leave a spouse.

- I. Military Service Credit as Public Service. (G.C. §20996)

***Section 7.03 Public Agency Retirement System (PARS)***

Unit employees hired on or before July 1, 2008 may be eligible to participate in PARS.

- A. This supplemental retirement benefit provides a “3% at 55” Formula through a “1% at 55” formula furnished by PARS, coupled with the “2% at 55” formula furnished by

CalPERS.

- B. The PARS benefit is for City of El Monte service only. In order to be eligible for the PARS benefit, the employee must have at least five (5) years' service as a regular employee of the City of El Monte and retire immediately thereafter.
- C. Moreover, in no case will the combined benefit from CalPERS and PARS exceed one hundred percent (100%) of the unit employee's single highest year's pay (as determined by CalPERS), for those unit employees hired after July 1, 2003.
- D. Effective June 30, 2018, no unit employee who retires after that date may receive more than one hundred percent (100%) of their single highest year salary combined from CalPERS and PARS.
- E. Contributions to PARS
  - 1. Effective through December 31, 2019, a unit employee eligible for the PARS benefit shall not be required to make any (0%) contributions toward their PARS retirement. The City shall pay one hundred percent (100%) of all costs.
  - 2. Effective January 1, 2020, each unit employee eligible for the PARS benefit shall pay one percent (1.0%) of reportable compensation towards the cost and the City shall pay the remainder of all other costs.
  - 3. Effective January 1, 2021, each unit employee eligible for the PARS benefit shall pay an additional one percent (1.0%) – for a total of two percent (2.0%) – of reportable compensation towards the cost and the City shall pay the remainder of all other costs.
  - 4. Effective January 1, 2022, each unit employee eligible for the PARS benefit shall pay an additional one percent (1.0%) – for a total of three percent (3.0%) – of reportable compensation towards the cost and the City shall pay the remainder of all other costs.

## **Article VIII. RETIREE MEDICAL BENEFITS**

### ***Section 8.01 General Guidelines***

- A. Unit employees who retire from the City may be eligible for retiree medical benefits based on their date of hire with the City.
- B. Eligible retirees shall remain eligible for retiree medical benefits until death or the retiree's voluntary cancellation of such benefits.
- C. The City shall provide retiree medical plans through CalPERS. The employee must submit the request for such coverage in writing to the HR/RM Department prior to the effective date of retirement.

Coverage for eligible dependents may be purchased directly with CalPERS. The retiree is solely responsible for the costs of the premiums for dependent coverage.



If, for any reason, the City no longer contracts with CalPERS for retiree medical plans, the City and the Union shall meet and confer on the subject. In no event shall the City offer a medical plan that decrease the level of coverage provided by the CalPERS plans.

- D. Retirees retain the option to enroll in a non-City sponsored medical plan and/or from a plan provider other than CalPERS.

Retirees enrolled in a medical plan other than those offered through CalPERS, and who are eligible to receive a reimbursement, shall be required to submit proof of such insurance coverage and the payment of premiums at least once annually.

- E. Retirees are not eligible for vision, dental, or any other benefits offered to active employees by the City.
- F. The City shall pay the reimbursements to the retiree on a monthly basis. The retiree may opt to receive the payment via live check or direct deposit.
- G. The retiree shall be solely responsible for the payment of any premiums in excess of the maximum monthly reimbursement amount.

#### ***Section 8.02 Level I – Retiree Medical Benefits***

For employees hired prior to July 1, 2019:

A. Eligibility

1. An eligible retiree is an individual who retires:

- At a minimum age of 55 with fifteen (15) years or more of full-time service with the City; or
- At a minimum age of 50 with twenty-five (25) years or more of full-time service with the City; or
- With an industrial disability with twenty (20) years or more of full-time service with the City.

An eligible retiree is also any individual who retired prior to July 1, 2019 who was eligible to receive a monthly subsidy from the previous SEIU Retired Employees' Medical Insurance Subsidy Fund.

B. Premiums

1. Employer Share

The City shall pay the Mandatory Employer Contribution (MEC) for retirees participating in a CalPERS medical plan, as required by the Public Employees Medical and Hospital Care Act (PEMHCA). The monthly MEC rate is established by CalPERS annually and is effective on January 1<sup>st</sup> of each year.

2. Participant Share

Premiums for a CalPERS medical plan shall be deducted from the retiree's monthly CalPERS annuity payment.

Premiums for a non-City sponsored medical plan shall be paid directly by the retiree.

3. Retiree Cost Share

The retiree is required to pay forty dollars (\$40.00) per month on their own behalf.

C. Reimbursement

1. The City shall reimburse the retiree for the cost of the monthly premium, which is actually paid by the retiree, up to the prevailing one-party (single) Kaiser plan rate for CalPERS Region 3 (Los Angeles, Riverside and San Bernardino).

Retirees who live outside of CalPERS Region 3 shall receive reimbursement for up to the prevailing one-party (single) Kaiser plan rate for CalPERS Region 2.

2. For retirees enrolled in a CalPERS medical plan, the reimbursement amount shall be reduced by the amount of the prevailing Employer Share/MEC and the required Retiree Cost Share of forty dollars (\$40.00) per month.

For retirees enrolled in other than a CalPERS medical plan, the reimbursement amount shall be reduced by the amount of the required Retiree Cost Share of forty dollars (\$40.00) per month.

3. The maximum monthly reimbursement amount shall be equal to the prevailing one-party (single) Kaiser plan rate for the applicable CalPERS Region, reduced by the prevailing Employer Share/MEC (as applicable) and the Retiree Cost Share of forty dollars (\$40.00) per month.

D. Medicare Eligibility

Upon reaching the age of Medicare eligibility, the retiree must apply for Medicare.

1. Eligible for Medicare

If the retiree is eligible for premium free Medicare Part A, the retiree must submit their annual Medicare statement to the HR/RM Department.

The City shall continue to reimburse the retiree for the cost of the monthly premium, which is actually paid by the retiree; however, the maximum monthly reimbursement amount shall be decreased to equal the prevailing one-party (single) Kaiser Medicare Supplemental Plan rate for the applicable

CalPERS Region, reduced by the prevailing Employer Share/MEC (as applicable) and the Retiree Cost Share of forty dollars (\$40.00) per month.

2. Ineligible for Medicare

If the retiree is ineligible for premium free Medicare Part A, the City shall continue to reimburse the retiree for the cost of the monthly premium, which is actually paid by the retiree, up to the prevailing one-party (single) Kaiser plan rate for the applicable CalPERS Region, reduced by the prevailing Employer Share/MEC (as applicable) and the Retiree Cost Share of forty dollars (\$40.00) per month.

**Section 8.03 Level II – Retiree Medical Benefits**

For employees hired prior to July 1, 2019 who do not meet the eligibility requirements for Level I Retiree Medical Benefits and for all employees hired on or after July 1, 2019:

A. Eligibility

An eligible retiree is an individual who retires at the minimum age required by CalPERS and enrolls in a CalPERS medical plan.

B. Premiums

1. Employer Share

The City shall pay the MEC for retirees participating in a CalPERS medical plan, as required by the PEMHCA. The monthly MEC rate is established by CalPERS annually and is effective on January 1<sup>st</sup> of each year.

2. Participant Share

Premiums for a CalPERS medical plan shall be deducted from the retiree's monthly CalPERS annuity payment.

Premiums for a non-City sponsored medical plan shall be paid directly by the retiree.

3. Retiree Cost Share

The retiree is required to pay one hundred percent (100%) of the cost of the monthly premiums, excluding the amount of the MEC if enrolled in a CalPERS medical plan, on their own behalf.

C. Reimbursement

The City shall not provide any reimbursement to retirees.

D. Medicare Eligibility

Upon reaching the age of Medicare eligibility, the retiree must apply for Medicare.

**Article IX.     HIRING & EMPLOYMENT**

***Section 9.01   Probationary Period***

**A.     New unit employees**

**1.     Length of Probationary Period**

All new unit employees, except transfers, demotions and promotions, shall serve an initial probationary period of twelve (12) full calendar months.

**2.     “At Will” Status**

During the probationary period, all new unit employees serve as an “at will” status and may be dismissed with or without cause, and with or without notice.

**B.     Transfers, Demotions and Promotions**

**1.     For transfers, demotions and promotions, unit employees will serve a six (6) month performance probationary period.**

**2.     Any regular employee rejected during the probationary period following a promotional appointment, by reason of failure to satisfactorily complete the probationary period shall be reinstated to the position from which the employee was promoted unless there is a basis for dismissing the employee for cause. To have this right, the employee must have held regular status in the prior position by successfully completing the required probationary period for the previous position.**

***Section 9.02   Reclassification Requests***

**A.     Procedure — Written Report**

**1.     If a unit employee feels that the duties and responsibilities of the assigned position have significantly changed and are no longer commensurate with the classification and salary of the position, that person may submit a written request with appropriate documentation to the appropriate supervisor.**

**2.     The supervisor must consider the request and make a written decision in response within thirty (30) calendar days of the receipt of the original request.**

**3.     If the supervisor fails to respond on a timely basis or if the unit employee disagrees with the decision of the supervisor, the request may be forwarded by the unit employee to the appropriate department director within thirty-seven (37) calendar days of the original request.**

B. Review and Response to Reclassification Request

1. The department director must consider the request and make a written decision in response to the request within sixty-seven (67) calendar days of the original request.
2. During that period the department director will seek recommendations from the HR/RM Department concerning the appropriateness of the reclassification request.
3. If the department director fails to respond on a timely basis or if the unit employee disagrees with the decision of the department director, the request may be forwarded by the unit employee to the City Manager within seventy-four (74) calendar days of the original request.

C. City Manager Review and Response

1. The City Manager, or designee, must consider the request and make a written decision in response to the request within one hundred and four (104) calendar days of the original request.
2. If the reclassification request is approved at any step in the above process, retroactive pay shall be granted back to the date of the original request.
3. If the employee fails to progress the reclassification request at any level within the prescribed time frame, the unit employee will have waived the right to pursue the request.

D. Time Limits

Time limits to any step may be altered by mutual agreement between the City and the unit employee.

***Section 9.03 Property Right After Probationary Period Is Completed***

A. Competitive Service

It is understood and agreed that unit employees in the bargaining unit are employees of the competitive service and after completing their probationary period may be terminated for cause only.

B. Appeals Rights

In the event of termination for cause, all employees shall have the right to appeal as currently outlined in the Municipal Code Section 2.72.140, or other superseding authorized document.

#### **Section 9.04    *Resignation***

**A.        Two-Week Notice**

A unit employee wishing to leave the competitive service in good standing shall file a written resignation stating the effective date and reason with the employee's supervisor at least two (2) weeks before leaving the service.

**B.        Cause for Resignation**

The resignation shall be forwarded to the HR/RM Director with a statement by the appointing power or Department Director as to the resigned unit employee's service performance and other pertinent information concerning the cause for resignation.

**C.        Limitations**

1.        Failure to comply with this rule shall be entered on the service record of the unit employee and may be cause for denying future employment by the City.
2.        The resignation of a unit employee who fails to give notice shall be reported to the HR/RM Director by the Department Director immediately.

**D.        Implied Resignation**

1.        Any unit employee who absents themselves from duty without authorization for a period of forty-two (42) consecutive working hours shall be deemed to have implied resignation from employment with the City.
2.        The City shall notify the unit employee after forty-two (42) consecutive working hours that the unit employee has been absent without authorization.
3.        Within ten (10) days after the implied resignation date, the resigned unit employee (appellant) may appeal for reinstatement in writing to the Department Director. Reinstatement may be granted if the appellant shows that the absence was for good cause, that is was beyond the control of the appellant, and that there was no way the appellant or a designee could phone, email or otherwise contact the department to explain the absence.
4.        This Section shall not preclude the City from reinstating a unit employee, who resigned in this implied fashion and did not appeal within the time limits, if the unit employee can show that the absence was for good cause and it was truly impossible to appeal in a timely manner.

#### **Article X.        GRIEVANCE POLICY**

##### **Section 10.01        *Definitions***

A grievance is defined as any dispute concerning the interpretation or application of this written MOU, the Personnel Rules and Regulations, or departmental rules and regulations governing personnel practices or working conditions applicable to permanent regular unit employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

## **Section 10.02**

### ***Responsibilities and Rights***

#### **A. Limitations**

Nothing in this grievance procedure shall be construed as applying to matters for which an administrative remedy is provided by the City Personnel Rules and Regulations or Municipal Code. The Municipal Code shall apply in matters of demotion, dismissal and reduction in pay.

#### **B. Right to Process Grievance**

1. No unit employee shall lose the right to process a grievance informally with that person's immediate supervisor.
2. The immediate supervisor, will, upon the request of the unit employee, discuss the grievance at a mutually satisfactory time.
3. The unit employee may represent themselves or choose to be represented by a Union representative in an informal discussion with the immediate supervisor, and in all formal review levels.
4. A grievance may be filed by an individual unit employee, group of unit employees, or the Union on behalf of a unit employee or group of unit employees.

#### **C. Time Limits**

1. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
2. The unit employee(s), the Union, and management may waive one or more levels of review from this grievance procedure, again by mutual agreement.

#### **D. Procedure**

The grievance procedure for permanent unit employees shall be as follows:

1. Step 1 - First Level of Review – Informal
  - a) The unit employee(s) and/or the Union shall discuss the grievance with the immediate management supervisor on an informal basis in an effort to resolve the grievance.
  - b) Said grievance shall be considered waived if not so presented to the immediate management supervisor within ten (10) calendar days following the day when the event upon which the grievance is based occurred.
  - c) The immediate management supervisor may require that the unit employee(s) or the Union submit the grievance in writing.
  - d) Similar grievances submitted by more than one (1) unit employee may be consolidated by management into one (1) or more separate grievances.

- e) The immediate management supervisor shall respond within five (5) calendar days following the meeting with the unit employee(s) or the Union.
- f) Failure of the immediate management supervisor to respond within such time limit shall entitle the unit employee(s) or the Union to process the grievance at the next step.

2. Step 2 - Second Level of Review - Formal

- a) If the grievance is not settled at Step 1, the unit employee(s) or the Union may serve written notice of the grievance on a form provided by management to the Department Director, within seven (7) calendar days of receipt of the grievance response at Step 1.
- b) Failure of the unit employee(s) or the Union to serve such written notice shall constitute a waiver of the grievance.
- c) If such written notice is served, the Department Director shall meet with the unit employee(s) or the Union. A written decision or statement of facts and issues shall be rendered to the unit employee(s) or the Union within fifteen (15) calendar days from the date of service.
- d) Failure of management to respond within such time limit shall entitle the unit employee(s) or the Union to process the grievance at the next level of review.

3. Step 3 - Third Level of Review

- a) If the grievance is not settled at Step 2, the unit employee(s) or the Union may serve written notice of the grievance on said form upon the City Manager within seven (7) calendar days following receipt of the grievance response at Step 2.
- b) Failure of the unit employee(s) or the Union to serve such notice shall constitute a waiver of the grievance.
- c) If such notice is served, the grievance shall be heard by the City Manager or designee within fifteen (15) calendar days.
- d) The City Manager or designee will afford the parties an opportunity to present oral or written arguments on the merits of the grievance and shall render to the unit employee(s) or the Union, a written decision within thirty (30) calendar days from the date said arguments were submitted.
- e) Within fifteen (15) calendar days of the receipt of the written decision of the City Manager or designee, an appeal may be filed with the City Clerk requesting to submit the grievance to arbitration.

E. Optional Alternative to Dispute Resolution - Binding Arbitration

If a grievance is not resolved after review by the City Manager, the Union may request



to submit the matter to a third party neutral for resolution.

1. Upon request for arbitration, the parties shall meet within ten (10) calendar days of the request to mutually select a neutral person to hear the grievance.
2. If the parties cannot agree on a neutral person, they shall use the services of the State Conciliation and Mediation Services (SCMS). A third party neutral shall be selected using the striking method, with the last name remaining on the list serving as the neutral. The selected arbitrator must render a written decision within sixty calendar (60) days following the submission of the final briefs, if any.
3. If the parties select arbitration, the decision of the arbitrator shall be final and binding upon the parties.

## **Article XI. LAYOFF POLICY**

### ***Section 11.01 Basis for Layoff***

- A. Unit employees may be laid off if the position is no longer required, if there is insufficient work to justify their retention, or if there is a lack of funds.
- B. In the event of layoff, the Personnel rules regarding layoff shall apply.

### ***Section 11.02 Notice of Layoff***

The City agrees to provide the affected employee with a thirty (30) calendar day period between the Notice of Intent to Layoff and the actual separation date. This only applies to unit employees affected by a layoff and not a displacement by way of an employee exercising their bumping rights.

### ***Section 11.03 Moratorium on Layoffs***

The City agrees no unit employee shall be subject to layoff during the 2019/2020 fiscal year period of July 1, 2019 through June 30, 2020.

This special moratorium expires at 11:59 p.m. on June 30, 2020 and shall have no force or effect after July 1, 2020.

## **Article XII. GENERAL PROVISIONS**

### ***Section 12.01 Direct Deposit***

In order to reduce administrative costs, the City strongly encourages all unit employees to use direct deposit on their paychecks. As a general rule, all employees shall be paid by direct deposit of their payroll check into an account of their choice at a financial institution. With the approval of the Finance Director, an employee may elect to receive payment via live check due to personal circumstances.

### ***Section 12.02 Pay Day***

Unit employees will receive their paychecks in accordance with the City's designated payroll schedule.

### ***Section 12.03 Emergency Waiver***

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this MOU which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Union shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this MOU.

### ***Section 12.04 Severability Provision***

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the City and the Union agree to meet within thirty (30) days from said invalidation and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase or provision.

### ***Section 12.05 Personnel System Rules & City Policies***

- A. The parties agree that all terms and conditions of employment, as they pertain to unit employees covered by this MOU, in effect prior to the date of this MOU, unless specifically provided to the contrary in this MOU, shall continue to remain in full force and effect during the term of this MOU.
- B. Any conflicts with the City's Personnel Systems Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.
- C. The City agrees to meet and confer with the Union to discuss revision of the City's Personnel Systems Rules. The City shall provide a copy of the changes to the Union and review said changes prior to those changes being submitted to the City Council for approval.

### ***Section 12.06 Full Waiver of Meet and Confer***

- A. This MOU contains all of the covenants, stipulations and provisions, agreed upon by the parties.
- B. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
- C. With the exception of the City's proposed revision/creation of an Administrative Policies and Procedures Manual (Manual), for the purpose of the MOU, neither party shall be compelled to meet and confer with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as set forth in this MOU or by mutual agreement of the parties.
- D. Each party acknowledges that it had full and unlimited opportunity to meet and

confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically set forth in this MOU.

### ***Section 12.07 Continued Performance of City Services and Operations***

**A. No Strikes/Job Action**

The Union hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City.

**B. Union Responsibility**

In the event that the Union, its officers, agents, representatives or employees engage in any of the conduct listed above, the Union shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

**C. City Rights**

If such action is not taken by the Union, the City may suspend any and all of the rights and privileges accorded the Union under any ordinance, resolution, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

### ***Section 12.08 Fairness Agreement***

**A. If during the term of this MOU, a tangible benefit or increase of economic value is provided to any other bargaining unit, the City agrees to present the same terms to SEIU for discussion.**

**B. Special Provision**

1. If the City agrees to base salary adjustments and/or employee retirement plan contribution rates with another bargaining unit that results in any of the following cumulative totals for the period of July 1, 2019 through December 31, 2022, then the City shall adjust base salary increases and/or retirement plan contributions for employees in this unit to provide for the same cumulative totals received by the other bargaining unit(s):

- Cumulative total base salary adjustment higher than fifteen percent (15.0%).
- Cumulative total retirement plan contributions lower than nine percent (9.0%), when compared to SEIU "classic" CalPERS members who also participate in PARS.

- Cumulative total net gain in base salary higher than six percent (6.0%), when compared to SEIU “classic” CalPERS members who also participate in PARS.

The City and SEIU agree to negotiate the implementation of specific base salary adjustments and/or retirement plan contribution rates if this special provision is triggered. Both parties agree to commence such negotiations within thirty (30) calendar days of City Council approval of such terms for the other bargaining unit(s).

2. In the event the City allows any other bargaining unit(s) to pay toward the “employer” contribution instead of the “employee” contribution of CalPERS and the City continues to pay the EPMC, employees in this unit shall also be allowed to convert their contribution payments as such.
3. If the City agrees to extend the moratorium on layoffs past June 30, 2020 for another bargaining unit, the City agrees to extend the moratorium on layoffs for employees in this unit as well.

This special provision expires at 11:59 p.m. on June 30, 2020 and shall have no force or effect on or after July 1, 2020.

The City and SEIU understand and agree this special provision shall apply if the City agrees, at any time or date prior to July 1, 2020, to provide another bargaining unit with any of the more favorable benefits listed in this subsection, and those benefits are to be implemented on or before December 31, 2022.

## ***Appendix A***

The following are General Unit represented classifications, as identified in Section 2.02 of this MOU.

Account Clerk  
Accounting Technician  
Administrative Clerk  
Administrative Technician  
Animal Control Officer  
Aquatics Coordinator  
Aquatics Maintenance Specialist  
Assistant Planner  
Cashier Clerk  
Cement Mason  
Customer Service Representative  
Department Secretary  
Dispatcher  
Dispatch Shift Supervisor  
Electrician's Helper  
Equipment Service Lead Worker  
Equipment Service Worker  
Graffiti Abatement Coordinator  
Graphic Designer  
Heavy Equipment Mechanic  
Human Resources/Risk Management Specialist  
ID Technician  
Information Technology Programmer  
Irrigation Senior Specialist  
Jailer  
Landscape Technician  
Lead Clerk  
Lead Heavy Equipment Mechanic  
Lead Jailer  
Maintenance Lead Worker  
Maintenance Worker  
Neighborhood Services Clerk  
Neighborhood Services Officer  
Office Assistant  
Parking Technician  
Payroll Clerk  
Plumber  
Police Recruit  
Public Works Clerk  
Purchasing Clerk  
Records Supervisor  
Records Technician  
Recreation Coordinator  
Secretary/City Council with Shorthand  
Secretary/Archivist  
Senior Permit Technician  
Senior Shift Operator  
Shift Operator

Social Worker  
Support Services Specialist  
Traffic Signal Technician  
Training Clerk  
Transportation Coordinator  
Transportation Driver  
Wastewater Collection Systems Lead  
Wastewater Maintenance Worker I  
Wastewater Maintenance Worker II  
Water Meter Reader  
Wellness Coordinator

### **EXECUTION OF THE NEW AGREEMENT**

*During the period of July 30, 2019 through August 6, 2019, this MOU was ratified by a simple majority vote of unit employees who are in classifications represented by the Union.*

*On August 7, 2019, this MOU was approved by a vote of the City Council of the City of El Monte on agenda item# 14.1.*

*Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.*

*In witness thereof, the parties hereto have caused this agreement to be executed this 8<sup>th</sup> day of August 2019.*

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#### **PARTIES TO THE AGREEMENT**

**SEIU Local 721  
General Unit**



**WENDY A. THOMAS, CHIEF NEGOTIATOR  
SEIU LOCAL 721**



**ED RARDIN, CHAPTER PRESIDENT  
NEIGHBORHOOD SERVICES OFFICER**

**City of El Monte, California**



**ALEX G. HAMILTON  
CITY MANAGER**



**ALMA MARTINEZ, CHIEF NEGOTIATOR  
ASSISTANT CITY MANAGER**



**KRISTEN ENOMOTO  
HR/RM ANALYST**

# City of El Monte

## General Unit

July 1, 2019, through December 31, 2022



**SEIU Local 721**

**1545 Wilshire Blvd Ste 100**

**Los Angeles CA 90017-4510**

**Questions? Call the Member Connection (877) 721-4YOU**

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